

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CARLYLE AVIATION MANAGEMENT LIMITED, ACCIPITER INVESTMENTS AIRCRAFT 4 LIMITED, VERMILLION AVIATION (TWO) LIMITED, ACCIPITER HOLDINGS DAC, MAVERICK AVIATION HOLDINGS LTD., MANCHESTER AVIATION FINANCE S.à r.l., WELLS FARGO TRUST COMPANY, N.A., not in its individual capacity but solely in its capacity as OWNER TRUSTEE, UMB BANK, N.A., not in its individual capacity but solely in its capacity as OWNER TRUSTEE,

Plaintiffs,

v.

FRONTIER AIRLINES, INC.

Defendant.

Case No.: 1:23-cv-04774 (PAE)

**DECLARATION OF JED M. SCHWARTZ IN SUPPORT OF PLAINTIFFS' LETTER
MOTION TO SEAL SUPPLEMENTAL COMPLAINT**

I, Jed. M. Schwartz, hereby declare as follows:

1. I am a member of the law firm Milbank LLP, counsel to Plaintiffs Carlyle Aviation Management Limited ("CAML"), Accipiter Investments Aircraft 4 Limited ("Accipiter"), Vermillion Aviation (Two) Limited ("Vermillion"), Accipiter Holdings DAC ("Accipiter Holdings"), Maverick Aviation Holdings Ltd. ("Maverick"), Manchester Aviation Finance S.à r.l. ("Manchester"), UMB Bank, N.A., not in its individual capacity but solely in its capacity as Owner Trustee ("UMB Trustee"), and Wells Fargo Trust Company, N.A., not in its individual capacity but solely in its capacity as Owner Trustee ("WF Trustee") (collectively, "Plaintiffs"), in the above-captioned action. I am a member in good standing of the bar of the State of New York and

of this Court.

2. Plaintiffs' letter motion seeks to seal certain information contained in the Supplemental Complaint (the "Redacted Information"). The Redacted Information contains sensitive and confidential business information regarding business transactions with third parties to sell the aircraft. This Redacted Information includes the competitive price terms of those transactions, which Defendant's constant stall tactics and unreasonable demands have prevented from closing, as outlined in the Supplemental Complaint. If these business transactions are not protected by sealing, the pricing of the proposed sales will be exposed to the public, hindering Plaintiffs' ability to competitively sell or refinance the aircraft going forward, which would not only be detrimental to Plaintiffs, but also to the ongoing arrangement for Defendant to lease and use such aircraft.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York
November 9, 2023

/s/ Jed M. Schwartz
Jed M. Schwartz